WASHOE COUNTY

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STAFF REPORT
BOARD MEETING DATE: October 14, 2014

DATE: September 22, 2014

TO: Board of County Commissioners

FROM: Paul Burr, IT Manager, Technology Services
775-328-2357, pburr@washoecounty.us.

THROUGH: John Slaughter, County Manager

(775) 328-3607, jslaughter@washoecounty.us

SUBJECT: Approve the agreement between Washoe County and Porter Lee Corporation for the sole source purchase of LIMSWeb forensic science case management software to be licensed and installed for the Washoe County Sheriff's Office Forensic Science Division including licensing, system configuration, report creation, project management, data conversion and first year maintenance and support not to exceed [$353,015.00] to be funded by Technology Services' Capital Improvements Fund PW920203 Application Infrastructure Preservation. (All Commission Districts)

SUMMARY

The Forensic Science Division of the Washoe County Sheriff's Office selected Porter Lee Corporation's LIMSWeb forensic science case management system to replace their aging and inadequate LIMS system which was built using a non-enterprise grade technology that does not perform well when handling large amounts of data. Of late, the existing LIMS system has been producing inaccurate process results that can be mitigated by the new platform, reducing the County's risk of liability. Porter Lee's LIMSWeb is a recognized, industry best-of-breed platform. It is a robust, commercial, off-the-shelf forensic science case management system that can be configured for existing and new business processes, incorporating industry best practices and service delivery efficiencies. The proposed agreement with Porter Lee Corporation is attached.

Washoe County Strategic Objective supported by this item: Safe, secure and healthy communities.

AGENDA ITEM # 18

PREVIOUS ACTION

None.

BACKGROUND

Washoe County entered into a signed agreement with RJ Lee Solutions, LLC on July 8, 2002 for the development and implementation of a Laboratory Information Management System (LIMS). Work began during the first week of August in 2002 and the system went live during the late fall of 2002. Although the current LIMS system has received some upgrades throughout the years, the system is not sophisticated enough to support an industry leading crime lab such as we have in Washoe County. Of late, poor vendor performance caused several data inconsistencies which place the County at risk of liability and has required a large amount of staff time to sort out.

Vendor demonstrations of two industry leading LIMS systems, Justice Trax and LIMSWeb, were conducted in November and December of 2013. Porter Lee Corporations LIMSWeb was clearly a superior system and the Crime Lab decided that migrating to LIMSWeb would be a good business decision. Benefits of implementing LIMSWeb for the Crime Lab include:

- Agencies can pre-log in their evidence using an electronic system. Upon arrival at the crime lab the evidence technician merely scans a bar code attached to the evidence to log the item in. This eliminates transcription errors and creates time efficiency.

- Due to the age and Access based table relationship design of the current LIMS system; it has known evidence transfer recording problems. This issue requires constant correction by the vendor. This sensitive and time consuming issue will be eliminated with the new system.

- The new system will store all case notes electronically and allow for ease of discovery materials for prosecution and defense community.

- The new system will have a reagent tracking system with notification to analysts when a reagent is low or about to expire. This will avoid the last minute rush of ordering supplies

FISCAL IMPACT

Technology Services continues to aggressively investigate and negotiate all licensing, service, and maintenance contracts, and where ever possible, attempts to achieve the best pricing and/or alternative options to ensure support at the least possible cost. Implementation and first year maintenance support by Porter Lee LIMSWEB licensing will be funded in the total amount not to exceed [$353,015.00]. The FY15 adopted budget includes funding in the Technology Services' Capital Improvements Fund PW

#920203 Application Infrastructure Preservation-G/L #781009 Computer Software Capital.

Beginning in year two the ongoing annual maintenance support is to be funded from the Washoe County Sheriff's Office and will be included in the budget accordingly. The first year of maintenance support paid by the Sheriff's Office will be [$21,000.00]. Annual increases, if applicable, will not exceed 4% of the previous year's maintenance support amount.

RECOMMENDATION

It is recommended that the Board of County Commissioners approve the agreement between Washoe County and Porter Lee Corporation for the sole source purchase of LIMSWeb forensic science case management software to be licensed and installed for the Washoe County Sheriff's Office Forensic Science Division including licensing, system configuration, report creation, project management, data conversion and first year maintenance and support not to exceed [$353,015.00] to be funded by Technology Services' Capital Improvements Fund PW920203 Application Infrastructure Preservation.

POSSIBLE MOTION

Should the Board agree with staff's recommendation, a possible motion would be to move to approve the agreement between Washoe County and Porter Lee Corporation for the sole source purchase of LIMSWeb forensic science case management software to be licensed and installed for the Washoe County Sheriff's Office Forensic Science Division including licensing, system configuration, report creation, project management, data conversion and first year maintenance and support not to exceed [$353,015.00] to be funded by Technology Services' Capital Improvements Fund PW920203 Application Infrastructure Preservation.

WASHOE COUNTY
SOLE SOURCE PURCHASE REQUEST FORM

This form must accompany a purchase requisition when sole source approval Is requested for equipment, supplies or services exceeding $25,000.

DEPARTMENT <u>Washoe County Forensics Division</u> LOCATION <u>Crime Lab, 911 E Parr Blvd. Reno, NV</u>

REQUESTOR'S NAME <u>Renee Romero, Director</u> TELEPHONE # 775-328-2815

REQUISITION NUMBER <u>TBD</u>   DATE: <u>9/19/2014</u>

RECOMMENDED SOLE SOURCE SUPPLIER: <u>Porter Lee Corporation, The Beast LIMS (Laboratory Information Software)</u>

DESCRIPTION OF GOOD OR SERVICE REQUESTED: <u>Software</u>

I have read and understand the Policies and Procedures of the Board of County Commissioners with regard to sole source procurements. I understand that competition is the preeminent consideration in the expenditure of County funds, and I acknowledge the County's commitment to the principle of fairness to any vendor who would like to do business with the County. After observing these principles and considerations, I hereby submit that the goods, services, and/or vendor specified in the accompanying requisition fit the County's sole source criteria for the following reasons: Please provide sufficient detail to clearly identify. the reason(s) for this sole source procurement request. Attach additional information if necessary.

(x) 1. The product is unique in design and/or features that are required for a specific application. List the unique features and explain why they are needed for the application the product will be used for.

- Full Toxicology module with instrument integration, sample batching, batch reporting and review.
- The LIMS and EMS systems are integrated, there is no separate application or database for these systems (it can be installed separate if required though). Many other applications on the market today are not fully integrated or do not offer the full realm of modules that The Beast offers.
- Sample batching (both DNA databank and DNA casework) and instrument integration through the DNA module
- Integrated Population Statistics, contamination search and FBI Codis interface
- Notes Packet - Is a feature that creates a single pdf document of all analytical notes, results, worksheets etc.
- Automated Discovery Packet creation - Feature that creates a single pdf document of all case documents (Chain of custody, lab reports etc.)
- Results and laboratory report versioning for review and audits
- This vendor has one of the largest market share and customer bases of both police and forensic laboratory customers.
- Experienced implementation teams (over 100 laboratories throughout the US, and international, 500+ police customers). Those customers range in size from large state systems to smaller local or city agencies. Some of our customers are Massachusetts State Police, San Diego County Sheriff's, L.A. County Sheriff's, Kansas City Bureau of Investigation, Florida FDLE are a few. This has many positive effects on their product line and staff experience.
- Experienced support teams to resolve any issues quickly and effectively
- Active barcoding (not all vendors have this functionality)

(X) 2. The product being purchased must be compatible with existing equipment. Identify the existing equipment.

- The system can work on both SQL and ORACLE database platforms, with Windows Server 2003 minimum or Windows 2008 R2 preferred, which is County standard.

- Washoe County has existing servers that meets the specified requirements. The Crime Fighter © BEAST applications does not distinguish between physical hardware and virtualized hardware and fully supports Virtualized hardware (also a county preference/requirement.).
- The Beast is web based and works on existing County desktop PCs with Windows XP or higher.
- The Beast Application allows for Customer Configurable screens (adding fields and labels) and custom report writing, throughout the application, with the ability to make changes without contacting the vendor. This vendor customer offering fits the typical vendor relationship the County strives to have with our vendors. It also proves to be a less costly maintenance model long term, allows for the Crime Lab to get a better software application that better meets their needs, while leveraging in house TS and department staff that can assist with changes as needed to the application.
- Crystal Reports is used for Reporting with the Beast application, which the county also has in place with other software packages.

( ) 3. The product requested is one which the user has had specialized training for. Identify who the user of this product will be and provide a description of the previous training.

_____
_____
_____
_____

(X) 4. The product or service is available only from the manufacturer or their authorized representative. Identify the manufacturer or authorized representative, and provide telephone number and address information.

        Porter Lee Corporation
        1901 S Wright Blvd.
        Schaumburg, Il. 60193
        Attn: Jason Oesterle
        847-985-2060

( ) 5. Consultants/Subcontractors: The individual/company is the most suitable to provide the service requested and the selection process is based on the following:

    ( ) There is evidence that the assistance to be provided is essential and cannot be provided by persons receiving salary support within Washoe County.

    ( ) A selection process was utilized to select the most qualified person.

    ( ) The consulting charges are appropriate considering the qualifications of the consultant or company based on past experience and the nature of the work to be performed.
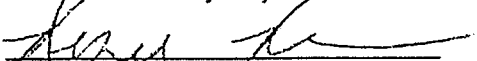

(X) 6. Other.   Please explain the specific circumstances and/or requirements that warrant the goods or services request to be procured from a sole source.
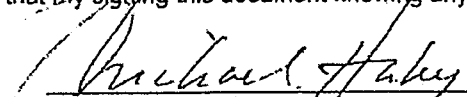
The Crime Lab has recently undergone an audit by internal audit. The findings indicated improper handlings by the system or system problems with chain of custody tracking by the system, and inadequate functionality from their existing antiquated system and vendor. Their existing LIMS vendor RJLee, demoed their new version for the Crime lab in the fall of 2013, however it was a beta version and not a complete and compliant system meeting all of their needs. This vendor has also been unable to adequately fix many of their existing system issues. The Crime lab has done significant research on the top vendors out there and pursued demonstrations and follow-up information on the top two candidates and references by other like agencies to Washoe County, NV's Forensics division. The lead vendor was Porter Lee's The Beast LIMS system as it is the only clear vendor that offers all required functionality for the crime lab to be in compliance with their audit and system requirements.
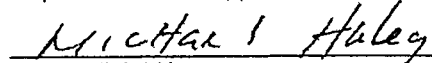
(X) 7. The following provides justification as to reasonableness of price:

The Crime lab and Technology Services researched three other Laboratory Information Systems (LIMS)_systems to compare to their existing system. They researched the JusticeTrax Vendor as well as an upgrade option to their existing System from RJLee. Although the price comparisons were a bit lower from the other vendors, they did not offer a complete solution that would work for the Crime lab or fit their needs and not all modules were in production as the Beast system offers. The Crime Lab also obtained a quote from similarly sized Ventura County, CA, and our quote was found to be in ~~line with~~ their quote which totaled $390,000. Additionally, the Porter Lee vendor has discounted our LIMS license costs from $4,000 to $2000 per license and configuration services were discounted. Further negotiations allowed for an additional discount of: $45,599. The amount of this sole source request is $353,015.00 (TBD) for software however more may be needed for hardware if we are hosting the application onsite that would come out of TS's infrastructure budget. LIMS

       I understand that I may be required to justify this sole source procurement before the appropriate authority, including the Board of County Commissioners, and that my signing this document knowing any of it to be false may subject me to administrative action.

_____
Signature of Requestor

_____
Department Head Approval

_____
Print Name

I, _____, authorized Buyer, recommend the following:

(✓)   Sole source justification is adequate and __exempt__ from competitive bidding requirements per NRS 332.115.

( )   Sole source justification is inadequate and request is returned to department for additional justification, instructions on whether to seek competitive bids for the goods or services requested, or to withdraw the request.

_____
Buyer

_____
Purchasing & Contracts
Administrator

_____
Date

9-26-2014
_____
Date

M: Sole Source2.doc

PORTER LEE
Corporation

1901 S. Wright Blvd
Schaumburg, IL 60193
Phone : (847) 985 – 2060
Fax: (847) 584 – 0556

September 24, 2014

. To Whom It May Concern:

Porter Lee Corporation has designed and developed the Crime Fighter B.E.A.S.T.
laboratory information and evidence management systems and holds all rights to the
software and supporting systems including licenses, support, maintenance, hardware and
consumables, such as ribbons and labels. All sales of the Crime Fighter B.E.A.S.T
software and supporting systems are made exclusively through our corporate office in
Schaumburg, Illinois. We are the sole source for the Crime Fighter B.E.A.S.T. software
and related systems.

Sincerely,

Jason Oesterle
Porter Lee Corporation

CONTRACT TO Washoe County Department of Technology Services

Pricing Provided Expires:

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Terms and Conditions

THESE TERMS AND CONDITIONS (this *"Agreement"*) are entered into as of _____, 20___ (the *"Effective Date"*) by and between *PORTER LEE CORPORATION* (*"Porter Lee"*) and WASHOE COUNTY (*"Customer"*). (Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the License Agreement.)

WHEREAS, Customer desires to purchase from Porter Lee, and Porter Lee desires to sell and license to Customer, certain software products and services (the *"Product"* or *"Products"*) as defined in the parties' statement of work and pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the Recital above, which is incorporated herein by this reference, and the mutual covenants contained herein and other good and valuable consideration, the parties agree as follows:

1. Product Sale, License and Delivery

1.1 Sale and License. Pursuant to the Computer Software License Agreement (the *"License Agreement"*), attached hereto as part of Exhibit "D" and incorporated herein by this reference, to be executed contemporaneously with this Agreement, Porter Lee shall sell and license to Customer, and Customer agrees to purchase and license from Porter Lee, the Product, including the Porter Lee Software Modules identified in the Porter Lee Quotation, as both capitalized terms are defined in the Statement of Work. The license shall commence upon execution by both parties of this Agreement and Exhibit D.

1.2 Delivery & Support. Products, including software or access to software, documentation required for installation thereof and license keys, shall be delivered and implemented by Porter Lee to Customer according to the terms and conditions set forth herein and in the parties' Statement of Work, attached hereto as Exhibit "C" and incorporated herein by this reference upon the execution of this Agreement; *provided, however,* Project Start Meeting will commence once the Contract Signing Payment is received by Porter Lee from Customer. Porter Lee shall also provide to Customer that support as described in and pursuant to the terms and conditions in the parties' Support Agreement attached hereto as part of Exhibit "D" and incorporated herein by this reference.

2. Prices & Payment

2.1 Prices. Customer agrees to purchase the Products at the prices set forth in the Pricing Exhibit attached hereto as Exhibit "A" and incorporated herein by this reference. All prices exclude taxes, customs and duties. These prices will remain valid during the Term of this Agreement (as defined below). Porter Lee may adjust prices thereafter as described in this Agreement.

2.2 Payment. Porter Lee shall invoice Customer and Customer shall make payments according to the Payment Exhibit attached hereto as Exhibit "B" and

incorporated herein by this reference, provided Customer has formally accepted each milestone and/or deliverable as set forth in Exhibits B and C.

      2.3   Manner and Place of Payment. All payments hereunder shall be payable in U.S. dollars. All payments owed under this Agreement shall be made by check or wire transfer in immediately available funds to a bank and account designated in writing by Porter Lee, unless otherwise approved by Porter Lee.

      2.4   Taxes and Fees. All taxes and/or fees levied on account of the payments accruing to Porter Lee under this Agreement shall be paid by Customer for its own account. It will be the Customer's sole responsibility to ensure that taxes are paid to the proper taxing authority. It will be the Customer's sole responsibility to ensure that fees are paid to the proper authority. Taxes and fees may be deducted from payments made to Porter Lee <u>only</u> if Customer tax and fee obligation is identified in "Exhibit A: Pricing Proposal" of this agreement.

      2.5   Late Payments. In the event that any payment due under this Agreement is not made when due, the payment shall accrue interest from the date due at the rate of one and a half percent (1.5%) per month; *provided, however,* that in no event shall such rate exceed the maximum legal annual interest rate. The payment of such interest shall not limit Porter Lee from exercising any other rights it may have as a consequence of the lateness of any payment.

3.   Limited Warranty and Limited Remedies

Porter Lee warrants that, upon completion of delivery and installation, the Products sold under this Agreement will conform in all material respects with the Product Documentation and will be conforming and free from defects in material and workmanship until twelve (12) months after the Go-Live Phase Start is completed; *provided, however,* that this limited warranty does not apply to the services covered by First Year Support. Notwithstanding anything contained in this Agreement to the contrary, the warranty of Porter Lee as provided herein shall be void if any alterations, modifications or work have been performed on such Product, or to the extent that any alleged defect is the result of abuse, misuse, improper maintenance or storage, accident, action or inaction on the part of any party other than Porter Lee. Nor shall Porter Lee be responsible (a) for the quality or condition of any materials supplied by or through Customer, or (b) for any defect to the extent due to uses that do not conform to the applicable instructions. Subject to the foregoing, if a Product is not as warranted and Customer notifies Porter Lee in writing within the twelve-month warranty period noted above, Porter Lee will, at its option, promptly repair or replace the defective Product. This remedy will not be deemed to have failed of its essential purpose so long as Porter Lee is willing and able to repair or replace a defective Product in the prescribed manner. THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS

OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR USE.

4. Default

4.1 Event of Default. The occurrence of any one or more of the following shall constitute an *"Event of Default"* under this Agreement:

a) Customer fails to pay to Porter Lee any charge, costs, or other payment accruing hereunder within sixty (60) calendar days of the invoice date if such delinquency has not been corrected within ten (10) calendar days after Porter Lee has given Customer written notice of such delinquency;

b) Customer fails to perform any obligation set forth in this Agreement, repudiates any obligation set forth in this Agreement, or wrongfully rejects conforming and non-defective Products by Customer if such failure has not been corrected within sixty (60) calendar days after Porter Lee has given Customer written notice of such failure;

c) Porter Lee's failure to perform any obligation set forth in this Agreement if such failure has not been corrected within sixty (60) calendar days after Customer has given Porter Lee written notice of such failure; or

d) Customer's failure to start Project Start Meeting on a date mutually agreed-upon by Customer and Porter Lee.

4.2 Effect of Default. Upon the occurrence of any Event of Default, the party adversely affected may halt all pending and/or planned activities on Project Start Meeting; and/or terminate this Agreement effective immediately. If Customer is the defaulting party and remains liable for any monetary obligation for any product or service delivered pursuant to this Agreement, Porter Lee may accelerate and declare all such outstanding obligations immediately due and payable as a liquidated sum. If Porter Lee is the defaulting party, Customer shall be entitled to a complete refund of all money paid under this Agreement and be held free and harmless from any obligation hereunder. The adversely affected party may proceed against the other in any lawful manner for any legal relief, including satisfaction of amounts owed , including interest owed thereon calculated at one and a half percent (1.5%) per month; *provided, however,* that such interest amount does not exceed the maximum legal annual interest rate. Porter Lee may proceed against Customer in any lawful manner to repossess Products remaining in Customer's possession to satisfy, in whole or in part, Customer's obligations under this Agreement. Should Section 9 of this Agreement, and the subparts

thereunder, prove unsuccessful in effectuating an amicable and satisfactory resolution of any conflicts arising under the contractual relationship herein set forth, the prevailing party shall be reimbursed all its costs in obtaining successful legal relief, including reasonable attorney's fees, whether or not a lawsuit is instituted.

5. Indemnification

5.1 Indemnification by Porter Lee. Porter Lee hereby agrees to save, defend and hold Customer and its directors, officers, employees and agents (each, a *"Customer Indemnitee"*) harmless from and against any and all claims, suits, actions, demands, liabilities, expenses and/or loss, including reasonable legal expense and attorneys' fees (collectively, *"Losses"*) to which any Customer Indemnitee may become subject as a result of (a) any claim, demand, action or other proceeding by any person or entity other than Porter Lee or Customer (*"Third Party"*) to the extent such Losses arise directly or indirectly out of the breach by Porter Lee of any warranty, representation, covenant or agreement made by Porter Lee in this Agreement; and/or (b) any claim alleging that any Product directly infringes a copyright, a U.S. patent pending or patent issued as of the Effective Date, or a trademark of a Third Party.

5.2 Indemnification by Customer. Customer hereby agrees to save, defend and hold Porter Lee and its respective directors, officers, employees and agents (each, a *"Porter Lee Indemnitee"*) harmless from and against any and all Losses to which any Porter Lee Indemnitee may become subject as a result of any claim, demand, action or other proceeding by any Third Party to the extent such Losses arise directly or indirectly out of: (a) the use, handling, storage, sale or other disposition of Product by Customer, including the combination of Product with any of Customer's products, hosting service, hardware, or business processes, unless Porter Lee caused or contributed thereto; (b) a claim alleging that use of the Customer Data infringes the rights of, or has caused harm to, a Third Party; or (c) the breach by Customer of any warranty, representation, covenant or agreement made by Customer in this Agreement.

5.3 Control of Defense. Any entity entitled to indemnification under this Section 5 shall give written notice to the indemnifying party of any Losses that may be subject to indemnification promptly after learning of such Losses, tender control over the defense and settlement of such Losses to the indemnifying party (provided that indemnifying party may not enter into a settlement affecting indemnified party's interests without indemnified party's consent), and provide reasonable cooperation in the defense of the Losses at indemnifying party's expense. Indemnified party may participate in the defense with counsel of its choice at its own expense.

6. Limitation of Liability

IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT,

CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, OR RELIANCE DAMAGES OF ANY KIND ARISING FROM OR RELATING TO THIS AGREEMENT, EVEN IF SUCH PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. In addition, Porter Lee shall not be liable to Customer for any damages arising from or relating to this Agreement exceeding the total of payments made by Customer to Porter Lee under this Agreement, up to five hundred thousand dollars ($500,000), even if Porter Lee knew or should have known of the possibility of such damages. In addition, Customer will not waive and intends to assert available defenses and limitations contained in Chapter 41 of the Nevada Revised Statues. Contract liability of both parties shall not be subject to punitive damages. Actual damages for Customer's breach of this Agreement shall never exceed the amount of funds that have been appropriated for payment under this Agreement, but not yet paid, for the fiscal year budget in existence at the time of the breach.

7.   **Confidentiality**

The term "Confidential Information" means all Porter Lee Confidential Information and all Customer Confidential Information as defined herein and in any attachment hereto. The term "Porter Lee Confidential Information" means the Software and Documentation, including any subsequent revisions thereto, and any trade secrets related thereto, this Agreement and all Schedules and Attachments thereto, and any proposals, price quotations, estimates, statements of work or other proprietary information provided by Porter Lee to Customer which Porter Lee labeled "Confidential" or "Proprietary" at the time of disclosure or, if the disclosure is oral, is reduced to writing and marked "Confidential" or "Proprietary" within ten (10) days of the time of the first oral disclosure. The term "Customer Confidential Information" means Customer's other software and computer systems, personal data and information concerning Customer's law enforcement activities and systems and other proprietary information disclosed by Customer to Porter Lee which Customer labeled "Confidential" or "Proprietary" at the time of disclosure or, if the disclosure is oral, is reduced to writing and marked "Confidential" or "Proprietary" within ten (10) days of the time of the first oral disclosure.

Non-Disclosure of Confidential Information. Neither Customer nor Porter Lee shall disclose or use the other's Confidential Information for any purpose not expressly permitted by this Agreement unless such disclosure is expressly authorized in writing by the owner of said information. The party desiring to disclose information will take all reasonable steps necessary to ensure that neither the Confidential Information nor any portion thereof are disclosed or made available in

any form (including, but not limited to, magnetic tape, disk, or memory) to any organizations or individuals other than the intended recipient. This recipient will ensure that all individuals having access to the Confidential Information will observe and perform this confidentiality covenant. This confidentiality covenant applies to all Confidential Information provided to the recipient at any time prior to, contemporaneously with or subsequent to execution of this Agreement. The recipient stipulates that, in the event the recipient breaches this confidentiality covenant, the owner of said Confidential Information will be harmed in a manner that cannot be cured by monetary damages and that therefore said owner shall be entitled to injunctive relief without the need to prove actual damages or the unavailability of a remedy at law.

Exclusions. Neither Porter Lee nor Customer shall have any obligation to limit disclosure of the following information:

i. Information in the public domain at the time it is communicated. Information shall not be deemed in the public domain if only a minor portion of such information is in the public domain, or if substantially all the information is found only by combining information from multiple public domain sources;

ii. Information that enters the public domain through no fault of the non-disclosing party;

iii. Information that enters the public domain through a breach of this Agreement by the non-disclosing party;

iv. Information which the non-disclosing party can establish by its written or electronic records to have been in its possession prior to and independent of the disclosing party's communication of that information to it; and

v. Information required to be disclosed by Customer as a local government pursuant to Nevada law.

8. Term & Termination

8.1 Termination. Either party shall have the right to terminate this Agreement for any reason or for no cause upon thirty (30) calendar days' written notice to the other party.

8.2 Effect of Termination. Termination of this Agreement shall not relieve either party of any obligation accruing prior to such expiration or termination, including Customer's obligation to make payment for all delivered and accepted products and service at the time of the effective date of termination, provided that termination of this

Agreement due to Porter Lee's default shall result in a refund to and hold harmless of Customer as set forth in paragraph 4.2 above. The obligations and the rights of the parties under Sections 5, 6 and 7 herein shall survive expiration or termination of this Agreement.

9.   Dispute Resolution

9.1   Initial Resolution by Meeting. PARTIES SHALL ATTEMPT TO RESOLVE AMICABLY ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY ALLEGED BREACH OR FRAUD IN THE INDUCEMENT HEREOF, BY MEETING WITH EACH OTHER WITHIN TEN (10) CALENDAR DAYS AFTER WRITTEN NOTICE OF A DISPUTE IS DELIVERED FROM ONE PARTY TO THE OTHER PARTY. SUBSEQUENT MEETINGS MAY BE HELD UPON MUTUAL AGREEMENT OF THE PARTIES.

9.2   Mediation of the Dispute. IF THE DISPUTE IS NOT RESOLVED WITHIN TEN (10) CALENDAR DAYS OF COMMENCEMENT OF SUCH MEETINGS, THE PARTIES SHALL SUBMIT THEIR DISPUTE, IN GOOD FAITH, TO MEDIATION CONDUCTED BY A MUTUALLY SELECTED MEDIATOR. THE MEDIATION SHALL BE CONDUCTED WITHIN TWENTY (20) CALENDAR DAYS OF THE FAILURE OF INITIAL RESOLUTION EFFORTS AND SHALL BE HELD IN RENO, NEVADA, OR SUCH OTHER LOCATION AND/OR DATE AS MUTUALLY AGREED BY THE PARTIES. IN THE EVENT MEDIATION IS UNSUCCESSFUL, THE PARTIES RESERVE THEIR LEGAL RIGHTS TO PURSUE RELIEF IN THAT COURT DESCRIBED IN PARAGRAPH 10.3 BELOW. THE MEDIATOR'S COSTS SHALL BE SPLIT EQUALLY BY THE PARTIES.

10.   Miscellaneous

10.1   Assignment. Neither this Agreement nor any rights or obligations hereunder may be assigned or otherwise transferred by either party without the prior written consent of the other party (which consent shall not be unreasonably withheld); *provided, however,* that Porter Lee may assign this Agreement and its rights and obligations hereunder without Customer's consent in connection with the transfer or sale of all or substantially all of Porter Lee's business to which this Agreement relates to a Third Party, whether by merger, sale of stock, sale of assets or otherwise. The rights and obligations of the parties under this Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties. Any assignment not in accordance with this Agreement shall be void.

10.2   Force Majeure. Neither party shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any term of this Agreement (other than with respect to the payment of money owed) when such failure or delay is caused by or results from causes beyond the reasonable control of the affected party, including, without limitation, fire, floods, earthquakes, natural disasters, embargoes, war, acts of

war (whether war be declared or not), insurrections, riots, civil commotions, strikes, lockouts or other labor disturbances, acts of God or acts, omissions or delays in acting by any governmental authority or the other party.

       10.3 Governing Law & Venue. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Nevada wherein this Agreement is performed, without regard to its choice of law provisions. Venue for any forum to address any issue under this Agreement shall be located in Washoe County, NV, and the court shall be the Second Judicial District Court of the State of Nevada.

       10.4 Waiver. Except as specifically provided for herein, the waiver from time to time by either party of any right or failure to exercise any remedy shall not operate or be construed as a continuing waiver of the same right or remedy or of any other of such party's rights or remedies provided under this Agreement.

       10.5 Severability. In case any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

       10.6 Independent Contractors. It is expressly agreed that Customer and Porter Lee shall be independent contractors and that the relationship between the two parties shall not constitute a partnership, joint venture or agency of any kind. Neither party shall have the authority to make any statements, representations or commitments of any kind, or to take any action, which shall be binding on the other party, without the prior written consent of the other party.

       10.7 Notices. Any consent, notice or report required or permitted to be given or made under this Agreement by one party to the other shall be in writing, addressed to such other party at its address indicated below, or to such other address as the addressee shall have last furnished in writing to the addressor, and shall be effective: (a) if sent by registered or certified mail return receipt requested, upon receipt; (b) if sent by internationally recognized express air courier (such as DHL or Federal Express), two (2) business days after mailing; (c) if sent by facsimile transmission, with a copy mailed on the same day in the manner provided in clauses (a) or (b) , when transmitted and receipt is confirmed by telephone; and (d) if otherwise actually personally delivered, when delivered:

               If to Porter Lee: Porter Lee Corporation
                                       1901 Wright Blvd.
                                       Schaumburg, IL 60193

                                       Attention: Sarah Mikolajczyk
                                       Facsimile: (847) 584-0556

If to Customer: Washoe County Department of Technology Services
P.O. Box 11130
Reno, NV 89520

10.8 Amendment. Except as expressly set forth in this Agreement, no subsequent amendment, modification or addition to this Agreement shall be binding upon the parties hereto unless reduced to writing and signed by the respective authorized officers of the parties.

10.9 Construction. This Agreement shall be construed without regard to any presumption or other rule requiring construction hereof against the party causing this Agreement to be drafted.

10.10 No Third Party Beneficiaries. The representations, warranties, covenants, and undertakings contained in this Agreement are for the sole benefit of the parties and the parties' permitted successors and assigns and shall not be construed as creating any Third Party beneficiaries of this Agreement or as conferring any rights whatsoever on any Third Party.

11.   Conflicts Between Documents: Order of Precedence. In the event that there is a conflict between the documents comprising the Agreement, the order of precedence shall be as follows:

(1) This master Agreement,
(2) Exhibit A – Pricing Exhibit
(3) Exhibit B – Payment Schedule Exhibit
(4) Exhibit C – Statement of Work
(5) Exhibit D – License and Support Agreements
(6) Exhibit E – Requirements

Contract Signing

_____

Washoe County Board of Commissioners, Chair, Date

_____

Porter Lee Authorized Signature, Title and Date

Exhibit A: Pricing

<div align="center">

Estimate

</div>

Porter Lee Corporation

Prepared For:

Porter Lee Corporation

AGENCY NAME and STATE: Washoe County Sheriff's, NV
CONTACT NAME: Renee Romero, Director Forensic Science Division
PHONE: 775.328.2815
DATE QUOTED: 05/16/2014   VALID FOR: 90 Days
QUOTED BY: Jason Oesterle

Description	Part #	Qty	Unit Cost	Price
SOFTWARE				
Crime Fighter BEAST LIMSweb Software License Cost - Named User (Enterprise) Licensing - License includes the following modules: Case Management, Management Reporting, Analyst Reporting, Chain of Custody and Audit Log Tracking.	PLC-LIMS	34	$2,000.00	$68,000.00
Web Prelog Module - Web Module for Evidence Prelog, Case Status Inquiry and Report Viewing	PLC-WEBPRELOG	0	$10,000.00	$0.00
Crystal Reports	PLC-CRW2K	1	$700.00	$700.00
Toxicology Module	PLC-TOX	1	$6,000.00	$6,000.00
DNA Module	PLC-DNA	1	$6,000.00	$6,000.00
EMS Module	PLC-EMS	1	$25,000.00	$25,000.00
Total Software				$105,700.00

Description	Part #	Qty	Unit Cost	Price
HARDWARE				
Topaz Signature Gem 1" x 5" Signature Pad	Z-T-LBK462-HSB	5	$395.00	$1,975.00
Symbol USB Corded Barcode Scanner – Model: LS2208 (1D) (Reuse Wasp)	LS2208-SR20001R-UR	0	$364.00	$0.00
Symbol USB Cordless Barcode Scanner – Model: LI4278 (1D)	LI4278-TRBU0100ZWR	0	$500.00	$0.00
Symbol USB Cordless Barcode Scanner – Model: DS6878 (2D)	DS6878-TRBU0100ZWR	0	$1,031.00	$0.00
Zebra Desktop label printer – Model: GK420T (standard) – 200 DPI	GK42-100310-000	2	$695.00	$1,390.00
Zebra Desktop label printer – Model: GX430T (standard) – 300 DPI	GX43-100310-000	2	$850.00	$1,700.00
Total Hardware				$5,065.00

Description	Part #	Qty	Unit Cost	Price
SERVICES				
Data Conversion - Conversion from existing, legacy system RJLee/Themis	PLC-CONVERSION	15	$1,350.00	$20,250.00
System Configuration - Includes configuration of analytical reports, evidence intake, case forms, review process, assignment management and image vault setup. - Chemical Inventory Included - QMS included	PLC-CONFIG	15	$1,350.00	$20,250.00

Section Configuration
- Includes final report setup and generation, test results, analysis,
  notes, statistics and conclusion wording for the following sections:
  DNA, Toxicology, Firearms, Drug Chemistry, Latent Prints, Breath Alcohol
  Evidence Intake, Crime Scene and Impressions
	PLC-CONFIG	15	$1,350.00	$20,250.00

Management Reports Design - Customization of management and statistical reports	PLC-CUSTOM	5	$1,350.00	$6,750.00
Software and Hardware Installation Services - Installation of operating system, application software, web server and database server	PLC-INSTALL	10	$1,350.00	$13,500.00
Project Management Services - Management of milestones, Installations, Training, Go-Live support and Risk Management (estimated 10 month project)	PLC-PM	10	$6,000.00	$60,000.00

Description		Qty	Unit Price	Total
Toxicology Module Configuration - Ability to attached spectra and worksheets for notes packet - TOX module requires optional instrument interfaces for batching - Includes batching of samples, batch reporting and review and tracking of sample results - Instruments and Results: *Amphetamine, Methamphetamine, Cocaine, Benzodiazepines, THC, Opiates, Fentanyl, Barbiturates,* *Carisoprodol, Meprobamate, Zolpidem, Oxycodone* *Perkin Elmer Autosystem XL GC/FID with TurboMatrix 110 Headspace* *Ethanol, Methanol, Acetone, Isopropanol* *Agilent GC/MS 5975 CMSD/7890A-GC (X 2)* *Sympathomimetic Amines, Cocaine, THC, Acid Neutrals* *Agilent LC/MS QQQ 6460 QQQMS/1260LC (X 2)* *Benzodiazepines, Opiates* *Hamilton ELISA Starlet (Evaluation in Progress – Implementation may or may not occur)*	PLC-CONFIG	10	$1,650.00	$16,500.00

DNA Module Configuration
- Base Configuration of DNA module for reporting and notes packet.
  Conclusion statements with link to exhibit information.
  Attaching of worksheets and electropherograms for notes packet.
- Workflow for Extraction, Quantitation, Amplification, Sequencing will be
  determined during prototype sessions with staff.
- Instruments
QIAcubes, Eppendorf Epmotion 5075 (validation in progress), 7500 real-time PCR instruments,
MAstercycler Ep and Pro, and 3130 CE.
- Workflow
QIAgen extraction kits procedures for everything except hair and nails (manual and QIAcube)
Differential Extraction (manual)
Quantification using Plexor HY on 7500 real-time PCR instrument (manual plate setup and currently
validating robotics using Epmotion 5075 for set up)
Concentration using microcons
Amplification using Yfiler and PP16HS on the Mastercyclers Ep or Pro thermalcyclers (manual set up
but validating robotic setup using Epmotion 5075)
3130 CE (manual setup but validating robotic setup using Epmotion 5075)
	PLC-CONFIG	20	$1,350.00	$27,000.00

EMS Module Configuration - Base Configuration of reporting packet - Inventory unit - User Security - Dispositions and Owner Letters - Notifications	PLC-CONFIG	10	$1,350.00	$13,500.00
Onsite at EMS (1 week, 1 PLC representitive)	PLC-ONSITE	5	$1,650.00	$8,250.00
On-site at lab (1 week, 2 PLC representatives)	PLC-ONSITE	5	$1,650.00	$8,250.00
Training and Go-Live Support	PLC-TRAINING	5	$1,350.00	$6,750.00
Annual Support & Maintenance - 20% of software cost, renewed annually	PLC-SUPPORT	1	$21,000.00	$21,000.00
Total Services				$242,250.00
Total Software & Services				$347,950.00
Grand Total (w/ Hardware Estimate)				$353,015.00

THIRD PARTY SOFTWARE
Microsoft SQL Server 2005 OR NEWER (obtained locally)
Microsoft Windows Server 2008 R2 (obtained locally)
Microsoft Windows 7 (obtained locally)

Exhibit B: Payment Milestones

Milestone	Date	Payment
Initial Software License Payment	12/08/2014	$105,700.00
Installation of LIMS software and setup of Development\Testing environment.	01/13/2015	$13,500.00
Technical Assessment Completed	02/04/2015	$4,250.00
Hardware Shipped and Delivered	02/26/2015	$5,065.00
Completion of On-site survey, Prototype, GAP Analysis and Requirements Confirmation	03/17/2015	$10,000.00
Delivery of Converted Data for Initial Testing	05/11/2015	$20,250.00
Delivery of EMS Module Configuration for Testing	05/12/2015	$13,500.00
Delivery of General System Configuration for Testing (Evidence Intake, Case Forms, Image Vault, Assignments, Labels etc.)	05/14/2015	$10,250.00
Delivery of Management Reports for Testing	06/01/2015	$6,750.00
Delivery of Section Configurations (Final Report and Generation, Test Results, Analysis Notes, Stats etc.)	06/22/2015	$10,000.00
Delivery of Web Prelog Module for Testing	06/30/2015	$4,000.00
Delivery of Toxicology Module Configuration for Testing	09/21/2015	$16,500.00
Delivery of DNA Module Configuration for Testing	09/23/2015	$27,000.00
Staff Training Completed	09/28/2015	$10,250.00
On-Site Go-Live Support	11/10/2015	$6,750.00
Annual Support (First Year) Billed Annually on Anniversary of Go-Live Date. First Year due Upon Production Go-Live Date.	11/13/2015	$21,000.00
Final Acceptance Amount (Paid after Go-Live and System Acceptance Sign-Off	11/13/2015	$8,250.00
Project Management (invoiced monthly)** (10 months, 6,000.00 per month)		$60,000.00
TOTAL		$353,015.00

Annual Support will be billed annually on the anniversary of project go-live.

Payments are subject to Customer's formal acceptance of each deliverable and milestone. "Formal acceptance" is defined in Exhibit C, the parties' Statement of Work.

Exhibit C: Services Statement of Work

Statement of Work (SOW)

For

Washoe County Sheriff's LIMS Implementation

Rev.3

September 16, 2014

Prepared by: Porter Lee Corporation

Porter Lee Corporation

Table of Contents

1. PURPOSE

This statement of work describes the high-level requirements for the implementation of the Property and Laboratory Information Management System for the Washoe County Sheriff.

Porter Lee will provide the services described in this Statement of Work in support of this objective with the assistance of necessary Washoe County Sheriff staff.

This document has been prepared in accordance with Porter Lee's understanding of Washoe County Sheriff Office's initial requirements based on the information provided and good systems design techniques. The system design and related information contained in this proposal represent Porter Lee's best estimates. In the event that information provided to Porter Lee is incomplete or inaccurate, Porter Lee reserves the right to modify in writing this Statement of Work (including pricing and timeline) to conform to the information and provided that Washoe County accepts and signs off.

2. SCOPE OF WORK

The Washoe County Sheriff's Office has requested to purchase Porter Lee Corporations Crime Fighter BEAST Property and Laboratory Information Management System. These requirements define the project scope and include but are not limited to:

General System Configuration

- Includes configuration of analytical reports, evidence intake, case forms, review process, assignment management and image vault setup.
- Laboratory Assent Management Included
- QMS Included
- NFLIS Export/Reporting

Section Configuration

- All functionality will be accessible via the user's login.
- Configuration of final laboratory report setup and generation, test results, analysis notes, statistics and conclusion wording for: DNA, Toxicology, Firearms, Drug Chemistry, Latent Prints, Breath Alcohol, Crime Scene and Impressions.

Management Reports

- Customization of management and statistical reports

Software and Hardware Installation Services

- Installation of operating system, application software, web server and
- database server

Toxicology Module Configuration

- Ability to attached spectra and worksheets for notes packet
- TOX module requires optional instrument interfaces for batching
- Includes batching of samples, batch reporting and review and tracking of
- sample results
- **Instruments and Results:**

- Hamilton

- Amphetamine, Methamphetamine, Cocaine, Benzodiazepines, THC, Opiates, Fentanyl, Barbiturates, Carisoprodol, Meprobamate, Zolpidem, Oxycodone
- Parkin Elmer Autosystem XL GC/FID with TurboMatrix 110 Headspace
- Ethanol, Methanol, Acetone, Isopropanol
- Agilent GC/MS 5975 CMSD/7890AGC (X 2)
- Sympathomimetic Amines, Cocaine, THC, Acid Neutrals
- Agilent LC/MS QQQ 6460 QQQMS/1260LC (X 2)
- Benzodiazepines, Opiates

DNA Module Configuration

- Base Configuration of DNA module for reporting and notes packet.
- Conclusion statements with link to exhibit information.
- Attaching of worksheets and electropherograms for notes packet.
- FBI CODIS interface
- Import from Genemapper
- Contamination Search
- Popstats and report linking
- Workflow for Extraction, Quantitation, Amplification, and Sequencing will be determined during prototype sessions with staff.
- Instruments:
- QIAcubes, Eppendorf Epmotion 5075 (validation in progress), 7500 real-time PCR instruments, MAstercyclerEp and Pro, and 3130 CE.
- - Workflow
- QIAgen extraction kits procedures for everything except hair and nails (manual and QIAcube)
- Differential Extraction (manual)
- Quantification using Plexor HY on 7500 real-time PCR instrument (manual plate setup and currently validating robotics using Epmotion 5075 for set up)
- Concentration using microcons
- Amplification using Yfiler and PP16HS on the Mastercyclers Ep or Pro thermalcyclers (manual set up but validating robotic setup using Epmotion 5075)
- 3130 CE(manual setup but validating robotic setup using Epmotion 5075)

EMS Module Configuration

- Base Configuration of reporting packet
- Inventory unit
- User Security
- Dispositions and Owner Letters

- Notifications

Data Conversion

- Conversion from existing legacy system by RJLee/Themis

Project Documentation – provide a High level data flow diagram for the DNA Module and TOX Module Configuration (e.g. sample attached)

Washoe County Sheriff's Office is contracting with Porter Lee Corporation for the implementation of the Crime Fighter BEAST Property and Laboratory Information Management System (LIMS). This Statement of Work (SOW) outlines the scope of work to be performed by Porter Lee Corporation relating to the implementation.

3. OBJECTIVES

1. Migrate data from the following existing systems into the Crime Fighter BEAST: RJLee/Themis

2. General system configuration for evidence submission, case forms, review process and document attachment.

3. Section configuration for all listed disciplines including final report and generation, test results, analysis, notes, statistics and conclusion wording.

4. Configuration of the Laboratory Asset Management and QMS modules.

5. Configuration of the Pre-Log module for external agency submission, case status inquiry and final report access.

6. Configure TOX Module and reporting

7. Configure DNA module worksheets and general workflow.

8. Configure the EMS module for the county property room located adjacent and to the laboratory.

9. Training of End-Users and Administrators

10. Go-Live of the web based Crime Fighter BEAST Property and Laboratory Information Management System.

11. Deliver a "paper-less" workflow wherever possible.

12. Management of Project Requirements, Risks and Schedule.

4. MILESTONES/DELIVERABLES

LIMS Implementation Milestones:

Initial Software License Payment
Installation of LIMS software and setup of Development/Testing environment.
Technical Assessment Completed
Hardware Shipped and Delivered
Completion of On-site survey, Prototype, GAP Analysis and Requirements Confirmation
Delivery of Converted Data for Initial Testing
Delivery of EMS Module Configuration for Testing
Delivery of General System Configuration for Testing (Evidence Intake, Case Forms, Image Vault, Assignments, Labels etc.)
Delivery of Management Reports for Testing
Delivery of Section Configurations (Final Report and Generation, Test Results, Analysis Notes, Stats etc.)
Delivery of Web Prelog Module for Testing
Delivery of Toxicology Module Configuration for Testing
Delivery of DNA Module Configuration for Testing

Staff Training Completed
On-Site Go-Live Support

Project Deliverables

Deliverable	Definition	Responsible party
Software Requirements Specification	Detailed list of requirements with descriptions included within the scope of this project.	Vendor
System Design Document	Document describing design goals and considerations, providing a high-level overview of the system architecture.	Vendor
System Test Scripts	System Test Scripts must show how the system will be tested to validate that all requirements have been met and the system functions properly. This includes integration testing of existing system if applicable.	Vendor
User Acceptance Test (UAT) Cases	UAT Test Cases must cover all required functionality that can be tested by the intended system user.	Washoe County Sheriff's Office
Pre-Production Release Notes	Release Notes document for the Pre-Production environment includes release deliverables descriptions to the production servers including database scripts.	Vendor
Pre-Production Deployment Guide	This document provides deployment instructions to the pre-production servers including database scripts.	Vendor
Production Release Notes	Release Notes document for the Production environment includes release deliverables descriptions to the production servers including database scripts.	Vendor
Production Deployment Guide	This document provides deployment instructions to the production servers including database scripts.	Vendor
Project Management Plan	Management areas include scope, quality, communications, schedule, cost, staff, risk and process improvement.	Vendor
Project Schedule	This document lists the project tasks and start/finish dates for each task.	Vendor
Unit Test Plan and Results	This document defines and documents the testing that will be completed to ensure that the "unit" performs as designed, and documents that the specified results were met during that testing.	Vendor
System Test Plan and Results	System Test Plan defines and documents how System Testing will be completed to ensure that the System performs as designed, including integration testing of existing system if applicable; also, the results of that testing, validating that the documented requirements	Vendor

	have been met.	
UAT Plan and Scripts	UAT Plan defines and documents how User Acceptance Testing will be performed. UAT Test Scripts must lead the user through steps to show how the system functionality meets the defined requirements and the business's needs.	Washoe County Sheriff's Office

5. RESOURCES

Washoe County Sheriff's Office and Porter Lee will each provide primary contacts for this project. Primary contacts will manage project scope, monitor task progress, and document any issues and concerns.

Washoe County Sheriff's Office is expected to designate a contact person in the laboratory and property area to assist with system integration.

6. DATABASE REQUIREMENTS

* Microsoft SQL Server 2005 or higher. (As determined during pre-sales discussion)

7. ROLES AND RESPONSIBILITIES

7.1   PORTER LEE RESPONSIBILITIES
A. Project Management
B. High Level Project schedule and detailed list of required project steps for inclusion into a detailed project plan
C. Establishment of the development environments
D. System Test Plan, Test Plan execution and documentation of system test results
E. Development of the specified functional requirements
F. Release notes and documentation
G. Configuration and delivery

7.2   WASHOE COUNTY SHERIFF'S OFFICE RESPONSIBILITIES
A. Project Management
B. Workflow requirements documentation
C. Washoe County Sheriff's Office will allow PLC access to a development environment to test all new applications and features.
D. Development of user acceptance test plan and test cases
E. Testing of user acceptance test cases, and feedback to PLC
F. Washoe County Sheriff's Office will supply remote access to a development environment where Porter Lee will have controlled installation, configuration and testing access. This same environment will be available to testers for evaluation.
G. Sign off by Washoe County Sheriff's Office and Porter Lee is required on project documents such as a change control form and is expected within five (5) working days after the document is presented or acceptance testing is completed.

8. PROJECT ORGANIZATION

The project is a joint effort between Washoe County Sheriff's Office and Porter Lee Corporation. Both parties will provide a project manager to accomplish the integration of the application. The primary contacts will manage project scope, monitor task progress, and document new issues and concerns.

9. ASSUMPTIONS AND DEPENDENCIES

1. Functional enhancements beyond those noted in this Statement of Work are outside the scope of this project and must be requested through the change control procedure noted in this document. If for some reason during the implementation there is a request from Washoe County Sheriff's Office for some additional functionality that was not a part of the initial SOW, a change request will have to be submitted and signed off on by both Washoe County Sheriff's Office and Porter Lee Corporation.

10. CHANGE CONTROL

> **IMPORTANT**
>
> This Statement of Work specifies the scope of work for this project. Any change to the scope of work will be only by written mutual agreement, using the Change Control process described below, and may entail a change in the estimated and maximum charges associated with this work.

Project Change Control Procedure

Change Control is required to identify any deviation from the Scope of Work as defined in this document.

A formal change control procedure will be put into place to monitor change requests to the system specifications while it is being developed. The purpose of this procedure will be to analyze the impact of the change requests on the migration specifications and the work schedule. Changes to be implemented will be decided upon mutual understanding of the implications of the requested changes based on time and cost factors.

11. USER ACCEPTANCE TEST PLAN

Porter Lee's deliverables and related milestones, set forth in this SOW and in Exhibit B to the master agreement, are subject to an acceptance test by Washoe County as a condition to further deliverable progress and payment obligations of the parties. This acceptance test requires notice from Porter Lee to Washoe County that a deliverable is ready for testing, and then testing by Washoe County within 5 working days of that notice. Any issues with successful operation of the subject deliverable will be resolved by the parties within 5 working days of County's notice to Porter Lee, unless otherwise provided in writing by the parties. Upon acceptance sign off by Washoe County of the subject deliverable, applicable next deliverable progress steps and payment obligations of the parties shall be in effect.

Washoe County Sheriff's Office will develop a user acceptance test plan. This will be done to verify that the software modifications meet the requirements set forth in the Requirements Definition.

Washoe County Sheriff's Office is expected to assist in executing the test plan, and will document and summarize test results. Review and sign-off is the responsibility of Washoe County Sheriff's Office. Upon notification from Washoe County Sheriff's Office that testing is complete, Porter Lee will provide Washoe County Sheriff's Office with a Deliverable Acceptance form, or equivalent for sign-off.

Successful execution of the acceptance test cases with the corresponding acceptance test data, as agreed upon between the parties, constitutes acceptance OF THE SOFTWARE PERFORMED HEREUNDER. Washoe County Sheriff's Office is EXPECTED to sign-off on the acceptance test within five (5) days of successful completion.

Acceptance will occur upon the earlier of (a) the date Washoe County Sheriff's Office provides written notice of acceptance as described above; (b) five (5) days from the scheduled end of the acceptance test period (as set by Washoe County Sheriff's Office) where Washoe County Sheriff's Office has not notified Porter Lee in accordance these acceptance procedures or c) the date Washoe County Sheriff's Office processes live data through the system for purposes other than carrying out agreed acceptance tests.

12. PAYMENT (SEE EXHIBIT A FOR COMPLETE ESTIMATE)

Porter Lee will invoice Washoe County Sheriff's Office according to the following payment schedule and subject to the formal acceptance process defined in Section 11 above:

WASHOE COUNTY SHERIFF'S LIMS IMPLEMENTATION:

Please see the parties' informal project plan for more details. All payments listed below are discounted amounts based on software and services, Exhibit A to the master agreement.

Milestone	Date	Payment
Initial Software License Payment	12/08/2014	$105,700.00
Installation of LIMS software and setup of Development\Testing environment.	01/13/2015	$13,500.00
Technical Assessment Completed	02/04/2015	$4,250.00
Hardware Shipped and Delivered	02/26/2015	$5,065.00
Completion of On-site survey, Prototype, GAP Analysis and Requirements Confirmation	03/17/2015	$10,000.00
Delivery of Converted Data for Initial Testing	05/11/2015	$20,250.00
Delivery of EMS Module Configuration for Testing	05/12/2015	$13,500.00
Delivery of General System Configuration for Testing (Evidence Intake, Case Forms, Image Vault, Assignments, Labels etc.)	05/14/2015	$10,250.00
Delivery of Management Reports for Testing	06/01/2015	$6,750.00
Delivery of Section Configurations (Final Report and Generation, Test Results, Analysis Notes, Stats etc.)	06/22/2015	$10,000.00
Delivery of Web Prelog Module for Testing	06/30/2015	$4,000.00
Delivery of Toxicology Module Configuration for Testing	09/21/2015	$16,500.00
Delivery of DNA Module Configuration for Testing	09/23/2015	$27,000.00
Staff Training Completed	09/28/2015	$10,250.00
On-Site Go-Live Support	11/10/2015	$6,750.00
Annual Support (First Year) Billed Annually on Anniversary of Go-Live Date. First Year due Upon Production Go-Live Date.	11/13/2015	$21,000.00
Final Acceptance Amount (Paid after Go-Live and System Acceptance Sign-Off	11/13/2015	$8,250.00
Project Management (invoiced monthly)** (10 months, 6,000.00 per month)		$60,000.00
TOTAL		$353,015.00

* Licenses and hardware will be invoiced upon delivery.

** Project Management will be invoiced on a monthly basis. Any remaining amount will be billed on last invoice with go-live (total discounted amount = $60,000.00) – ($6,000/month for 10 months as quoted)

*** Annual support and maintenance will be invoiced upon specific go-live dates for the entire system.

13. PROJECT SCHEDULE

The parties are committed to the timeline and milestones set forth in Section 12 above. Porter Lee is not responsible for any unexpected delays to the project outside of their control, including personnel delays, resource delays, or if a milestone is delayed by Washoe County Sheriff's Office. Any changes to the SOW could cause a delay to the project milestones.

High Level Overview estimate: 12 months

Project Start Date: 10/22/2014

Project Go-Live: 11/02/2015

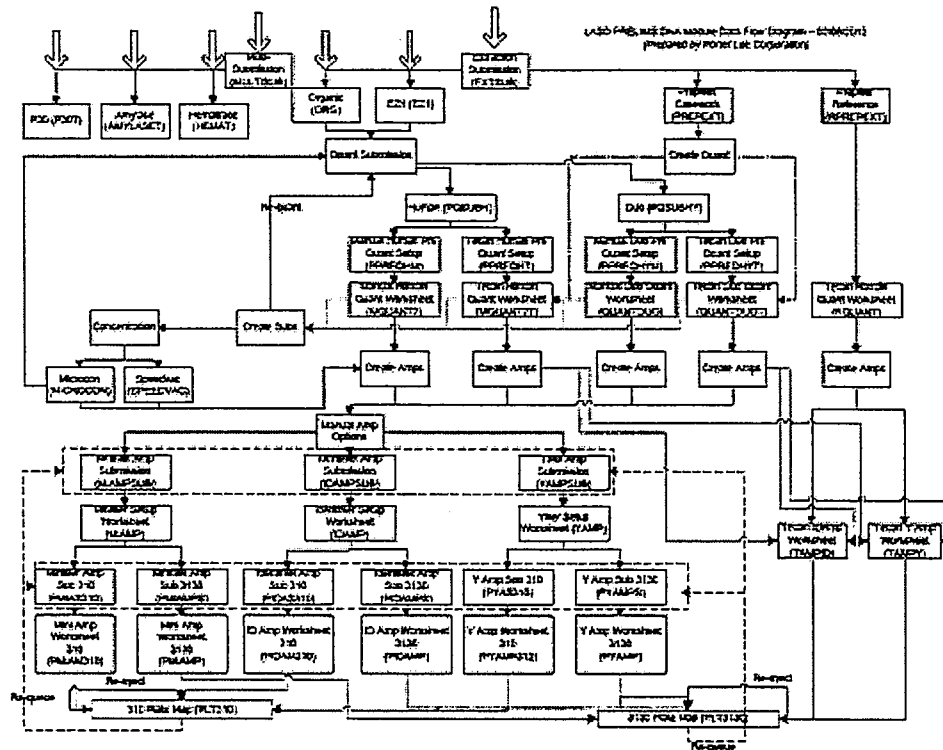Please see supporting project plan for full details.

14. POST IMPLEMENTATION SUPPORT

Following the production roll-out, support will be maintained under the annual maintenance and support contract attached to the master agreement as Exhibit D. The cost to maintain this contract annually is included as part of the quote in Exhibit A to the master agreement.

15. WARRANTY AND DISCLAIMER

Porter Lee will provide a warranty on all applications beginning upon acceptance. Under this software warranty, Porter Lee will make reasonable efforts to correct errors reflecting significant deviations from the specifications reported to Porter Lee during the warranty period.

SAMPLE DNA DATA FLOW DIAGRAM

Exhibit D: License and Support Agreements

This License Agreement is between Porter Lee Corporation ("Porter Lee") and Washoe County, NV ("Customer") with regards to the use of The Beast ("the Software"). Customer is granted a non-exclusive, non-transferable license to install and use the Software. The parties have entered into a master Agreement contemporaneously herewith, to which this license contract is subordinate and an exhibit thereto, notwithstanding anything to the contrary herein.

1. **License**
    This Agreement allows you, the Customer to:
    a. Install and use the Software on any computer or device for each named user license purchased and make one copy of the Software in machine-readable form solely for backup purposes. Customer must reproduce on any such copy all copyright notices and any other proprietary legends on the original copy of the Software.
    b. Install and use the Software in a testing and staging environment.
    c. Install the Software on a storage device, such as a network server, and run the Software on an internal network, provided the number of named users running the Software does not exceed the number of named user licenses of the Software purchased.
    d. Use the Software either directly or indirectly or through commands, data or instructions from or to a computer not part of your internal network, for Internet or Web-hosting services only by a named user licensed to use this copy of the Software through a valid license. A copy of the Software must be purchased for each named user.
    e. Reproduce documentation, online help, and screen capture images solely for internal use as reference material and training literature.

2. **Terms and Conditions**
    Customer must agree to the Terms and Condition of this agreement if you wish to use this software.

3. **License Restrictions and Rights**
    The Software and Software Documentation are protected by United States Copyright Laws and international Copyright treaties, as well as other intellectual property laws. The Software is licensed and not sold to Customer. Porter Lee hereby retains sole and exclusive ownership of all right, title and interest in and to all intellectual property rights in the Software, Software Documentation. Customer acknowledges

that all enhancements provided by Porter Lee, either provided for a contracted cost or included at no cost, are added into Porter Lee's proprietary core platform. Therefore, any enhancements will remain the sole property of Porter Lee. Customer may not make or distribute copies of the Software, or electronically transfer the Software from one computer to another or over a network other than to make backup copies of the Software. You may not release proprietary Software information such as Software database schemas or Software technical specifications, except as otherwise provided in the master Agreement. You may not decompile, reverse engineer, disassemble, or otherwise reduce the Software to a human-perceivable form. You may not rent, lease or sublicense the Software. You may not modify the Software or create derivative works based upon the Software. You may not export the Software into any country prohibited by the United States Export Administration Act and the regulations there under.

4. **Data**
   Porter Lee does not own any data, information or material in the course of Customer using or accessing the Software. Customer, not Porter Lee, shall have sole responsibility and ownership for the accuracy, quality, integrity, legality, reliability, appropriateness, and ownership or right to use of all Customer data and Porter Lee shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Customer data, unless caused or contributed to by Porter Lee.

5. **Upgrades**
   a. If this copy of the Software is an upgrade from an earlier version of the Software, it is provided to you, the Customer on a named user license exchange basis. You agree by your installation and use of this copy of the Software to voluntarily terminate your earlier named user license and that you will not continue to use the earlier version of the Software nor transfer it to another.
   b. This License Agreement will remain in effect for all future upgrades to the Software unless otherwise stated by a new License Agreement executed between Porter Lee and the Customer.
   c. Customer will receive all future upgrades to the Software as long as a current Support Agreement is maintained. If additional customization hours are required by PLC to add these features, additional service fees will be assessed thereto, and will be quoted at a rate corresponding to the level of customization required to meet the Customer's needs.

6. **Ownership**
   The foregoing license gives you, the Customer:

a. Limited rights to use the Software. Although you own the media on which the Software is recorded, you do not become the owner of, and Porter Lee retains title to, the Software, any Porter Lee run time libraries, and all copies thereof. All rights not specifically granted in this Agreement, including Federal and International Copyrights, are reserved by Porter Lee.

b. Responsibility for the data entered and modified while using the Software. Porter Lee shall not be held liable for the data contained in the system including without limitation the accuracy, responsibility for archival, loss of, use or misuse of any data entered by the Customer, except as otherwise stated herein and in the master Agreement.

7. **Escrow**

Iron Mountain Intellectual Property Management, INC provides Porter Lee Corporations software escrow services as part of this License Agreement for an additional fee in accordance with the Pricing Schedule attached hereto. The Release Condition shall be deemed to have occurred in the event of the following:

a. Porter Lee discontinues business because of insolvency or bankruptcy or dissolution or cessation of operations, and no successor assumes obligations under the master Agreement and this License Agreement.

b. The following applies to Deposit Materials released to Customer in accordance with this Agreement:

c. Customer may only use the Deposit Materials to maintain, modify and enhance the Software upon Release Condition. The maintained, modified and enhanced Software may only be used in accordance with this Agreement.

d. Customer may not disclose the Deposit Materials to any third party and shall keep the Deposit Materials confidential, except as provided below.

e. Customer may engage the services of independent contractors to assist Customer in exercising its rights according to this Agreement. Each such independent contractor must agree in writing that they will not disclose or transfer the Deposit Materials to any other person, and will not use the Deposit Materials for any purpose other than to assist Customer in exercising its rights according to this Agreement.

The Porter Lee Corporation Crime Fighter BEAST Support Agreement

This Support Agreement is between Porter Lee Corporation ("Porter Lee") and Washoe County, NV ("Customer") with regards to the software support and upgrades of The Beast ("the Software"). The parties have entered into a master Agreement contemporaneously herewith, to which this support contract is subordinate and an exhibit thereto, notwithstanding anything to the contrary herein.

1. **Definitions**
   a. Support
   "Support" is defined as technical assistance with the Software, including but not limited to, questions about the functionality of the Software, assistance with the resolution of error message, and installation questions. Support may include troubleshooting the Software as needed to resolve issues.
   b. Version
   "Version" refers to a variation, either minor or major, from an earlier version of the Software. A version could refer to a minor and/or major version change.
   c. Major version
   A Major version refers to the first number in the software release, i.e. 4.x, 5.x. The numbers "4" and "5" represent the Major version.
   d. Minor version
   A minor version refers to the second number in the software release, ie x.1, x.2. The numbers "1" and "2" refer to the minor version. Software releases have both a Major and a Minor version number in them.
   e. Current Version
   "Current Version" is the most recent publically released version of the Software.
   f. Enhancement
   "Enhancement" refers to features and/or functionality that are not included in the Current Version of BEAST. Much of the Software's feature set has been driven by enhancement requests from customers.
   g Service Release
   "Service release" is the method Porter Lee uses to resolve critical issues that may be identified with the Software.
   h. Critical
   "Critical" is defined as an issue for which there is no workaround AND one of the following statements is true:
   > i. Defect causes data loss
   > ii. Defect affects a mission critical task
   > iii. Security risk causing possible system compromise

2. **Porter Lee Responsibilities**
   During the Term of this Agreement, Porter Lee shall render the following services in support of the Software, during Hours of Operation, subject to the compensation fixed for each type of service in Porter Lee's current Fee Schedule:

a. Provide response to requests to our Support Department made by an Application Administrator through any of the standard methods of contact within four (4) hours during the Hours of Operation (7am – 6pm MST for standard support).
b. Use all reasonable diligence in correcting verifiable and reproducible errors when reported to Porter Lee. Porter Lee shall, after verifying that such an error is present, initiate work in a diligent manner toward development of a solution. If the error is categorized as Critical, Porter Lee shall provide the solution through a Service Release to the most recent released minor version and one minor version previous when applicable. Porter Lee shall include the solution in all subsequent versions of the Software. Porter Lee shall not be responsible for correcting errors in any version of the Software other than the most recent minor version with the exception of those categorized as critical. The service release process for critical bugs will be limited to the current minor version release and one minor version previous. Porter Lee shall not be responsible for correcting errors as a result of hardware failure including, but not limited to, failure caused by wiring, networks, modems, phone lines, power, or connectors. Porter Lee shall not be responsible for any errors caused by hardware limitations due to insufficient memory, disk storage or processing power, problems caused by hardware failure, any loss of data or problem deemed as a result of an operator, any problems caused by incorrectly installed, configured, or maintained operating system, or versions of the operating system not supported by Porter Lee. Porter Lee shall not be responsible for problems with, or caused by any hardware or third party software not supported by Porter Lee. Porter Lee shall not be responsible for problems with, or caused by software, processes, or interfaces not provided by Porter Lee that interact with the Software or Software database.
c. Porter Lee shall not be responsible for configuring, maintaining, and upgrading the operating system including, but not limited to, backups and restores, fixes, and patches.
d. Provide recommendations on the configuration and use of the Software and related hardware or software to meet the Customer's operational needs.
e. Provide regular versions of the Software including select enhancements, and Service Releases for the most recent minor version and one minor version prior at no additional cost to the Customer. These versions may contain new functionality and Service Releases not specifically requested by the Customer. Porter Lee will provide supplemental software and hardware requirements, recommendations and documentation per version of the Software.
f. Porter Lee shall treat all information, data or files provided by Customer as confidential, maintaining secure access to such material only for Porter Lee support personnel for purposes of investigating or solving a support request.
g. Porter Lee will provide maintenance and upgrades to the current publically released version of the Software. Only the most recent released minor version

and one minor version prior will be eligible for Service Releases. Technical support will be provided for other eligible versions. Upgrading to the most recent version may be required to be eligible for a Service Release.

h. Porter Lee will provide upgrades of new version releases and may halt a version upgrade installation if Customer hardware and software systems do not meet the most current system requirements and recommendations.

i. Standard methods of contact include:
   Telephone:
   Email:
   Web and support forums:
   Written: ATTN:
   Fax:

j. Hours of Operation are from ...

3. Customer Responsibilities

a. Provide and maintain a dedicated connection, approved by Porter Lee, to the Software's database and/or application server. This connection is to be available and accessible by Porter Lee support personnel during the Hours of Operation for the purposes of providing software support and upgrades. This connection must provide full screen access to the server with full administrative rights to publish information and make changes to the database and one or more network file locations.

c. Provide Porter Lee support personnel with accurate configuration information, screen shots, or other files and documentation as required for a support request.

d. Maintain all Customer data including but not limited to the backup of data stored in the database, custom documents and reports, and configuration files.

e. Maintain all related hardware and software systems required for the operation of the Software including but not limited to hardware, operating systems, security, network and storage based on the most current system requirements and recommendations.

f. Maintain a trained Point-of-Contact who agrees to train Customer's technical staff and third-party users in the general architecture, technical support, and configuration of the Crime Fighter BEAST software. Only Customer's trained staff and Point-of-Contact may utilize the Porter Lee Support Center.

g. All communications by Customer to Porter Lee must be in the English language.

4. Disclaimer of Warranty and Limitation of Liability

a. Porter Lee disclaims all other warranties, either expressed or implied and representations with respect to the Software, except as provided in the master Agreement.

b. In no event shall Porter Lee be liable for any indirect, consequential, special, exemplary, or incidental damages of whatever and however caused, even if Porter Lee has been advised of the possibility of such damages. The cumulative liability of Porter Lee to the Customer for all claims arising in connection with this agreement shall not exceed the total fees and charges paid to Porter Lee by the Customer within the last 12 months.

5. Term and Termination of Service

a. Many support services will occur immediately upon the signing of this Agreement and version releases and upgrades occur on a regular basis regardless of installation of software; therefore this Agreement will commence on the Go-Live Date and continue in effect during the initial term through implementation go-live. This Agreement will automatically renew for successive, one (1) year terms unless terminated by either Porter Lee or Customer in accordance with this section, subject to Customer's payment of the applicable support fee. The support term anniversary date will be the implementation project go-live date.

b. This Agreement shall immediately terminate upon the violation of the license agreement.

c. This Agreement may be terminated by either party upon thirty (30) calendar days' prior written notice for any reason or for no cause.

6. Fees

a. Customer shall pay Porter Lee the support fee as defined in the master Agreement.

b. Porter Lee shall invoice Customer at the beginning of each support term as defined above for the support fee unless otherwise stated in the master Agreement.

c. Customer shall pay invoiced amounts immediately upon receipt of such invoices.

d. Customers with outstanding support invoices that exceed 90 days will be required to pay an hourly rate for support and will be required to purchase any upgrades or enhancements to the Software and this Agreement is suspended until the support fee and interest fees are paid.

e. Hourly rates for services and cost of software are determined by Porter Lee.

f. Support fee increases will not exceed 4% per year.

g. Annual support fees will increase upon the purchase of additional named user licenses, software and services. This increase and any additional purchases will be identified in additional Terms and Conditions and Payment Terms and signed by Porter Lee and Customer.

Exhibit E: System Requirements

Porter Lee Corporation

Crime Fighter © BEAST

Hardware & Operating System Specifications

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The Crime Fighter © BEAST supports the following hardware and operating system specifications (**see notes below table).

WEB SERVER**	
Computer and processor	Dual - Dual Core 2.5 (GHz) Minimum
Memory	8 GB or higher** 16 GB Recommended
Hard disk	250 (GB) available disk space Minimum
Display	1024 × 768 or higher-resolution monitor.
Operating system	Windows Server 2003 Standard Minimum, Windows Server 2008 R2 Standard Preferred, Windows Server 2012 Both 32bit and 64bit are supported
DATABASE SERVER**	
Computer and processor	Dual – Dual Core 2.5 (GHz) Minimum
Memory	8 GB or higher** 24 GB Recommended
Hard disk	500 (GB) available disk space Minimum
Display	1024 × 768 or higher-resolution monitor.
Operating system	Windows Server 2003 Standard Minimum, Windows Server 2008 R2 Standard Preferred, Windows Server 2012 Both 32bit and 64bit are supported
WORKSTATIONS	
Computer and processor	Dual Core 1 (GHz) minimum
Memory	2 GB Minimum, 4GB + is Preferred
Hard disk	50 (GB) available disk space
Display	1024 × 768 or higher-resolution monitor.
Operating system	Windows XP or higher Both 32bit and 64bit are supported

1. **The Database and Web Server can be installed on the same server. Hosting the database and web server separately is recommended.
2. **The specifications and operating systems provided are minimum specifications for new hardware. It is expected that current hardware and software will be procured that meets at least the given specifications.
3. **The Crime Fighter © BEAST applications do not distinguish between physical hardware and virtualized hardware. Therefore, virtualization is supported given that the virtual machines meet the minimum specifications.
4. **Lower memory requirements may be acceptable depending upon the number of users
5. **Porter Lee Corporation reserves the right to change these specifications without notice, therefore please work with a Porter Lee Corporation representative before purchasing.
6. **All application server roles can be separated to gain performance. Examples: Separate report server, application server, image vault server.